

Exhibit 4



Privacy Policy

[RCS PRIVACY AND COOKIE NOTICE](#) | [RCS TERMS OF USE](#)

Identifier") for the Device (computer, mobile phone, tablet or other device) you use to access the Platforms. A Device Identifier is a number that is assigned to your Device when you access a website or its servers, and our computers identify your Device by its Device Identifier. We may use a Device Identifier to, among other things, administer the Platforms, help diagnose problems with our servers, analyze trends, track users' web page movements, help identify you and your shopping cart, and gather broad demographic information for aggregate use.

Cookies; Pixel Tags. The technologies used on the Platforms to collect Usage Information, including Device Identifiers, include but are not limited to: cookies (data files placed on a Device when it is used to visit the Platforms), mobile analytics software and pixel tags (transparent graphic image, sometimes called a web beacon or tracking beacon, placed on a web page or in an email, which indicates that a page or email has been viewed). Cookies may also be used to associate you with social networking sites like Facebook and Twitter and, if you so choose, enable interaction between your activities on the Platforms and your activities on such social networking sites. We, or our vendors, may place cookies or similar files on your Device for security purposes, to facilitate site navigation and to personalize your experience while visiting our Platforms (such as allowing us to select which ads or offers are most likely to appeal to you, based on your interests, preferences, location, or demographic information). A pixel tag may tell your browser to get content from another server.

To learn how you may be able to reduce the number of cookies you receive from us, or delete cookies that have already been installed in your browser's cookie folder, please refer to your browser's help menu or other instructions related to your browser. If you do disable or opt out of receiving cookies, we will honor your request, however please be aware that some features and services on our Platforms may not work properly because we may not be able to recognize and associate you with your Clear Channel account(s). In addition, the offers we provide when you visit us may not be as relevant to you or tailored to your interests.

You can also learn more about cookies by visiting www.allaboutcookies.org which includes additional useful information on cookies and how to block cookies using different types of browser.

For more information on advertising using cookies and how to opt out of advertising cookies specifically, please see Advertising; How To Opt-Out below

2. HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect about and from you for a variety of business purposes such as to respond to your questions and requests; provide you with access to certain areas and features of the Platforms such as your favorite stations, your musical preferences, songs you have listened to, shared playlists and your interaction with other users; verify your identity; communicate with you about your account and activities on the Platforms and, in our discretion, changes to any Clear Channel policy; market research, Platform analytics and operations; tailor content, advertisements, and offers we serve you; improve the Platforms; comply with license obligations; and for purposes disclosed at the time you provide your Personal Information or otherwise with your consent. We may collect location based information about you to provide you with radio stations in your area and to tailor advertisements and offers we serve to you.

3. SHARING OF INFORMATION

Except as described here, we will not provide any of your Personal Information to any third parties without your specific consent. We may share non-Personal Information, such as aggregate data and Usage Information with third parties. We may also share your information as disclosed at the time you provide your information, as set forth in this Privacy Notice and in the following circumstances: **Third Parties Providing Services On Our Behalf.** We may share your Personal Information with third parties that perform functions on our behalf (or on behalf of our partners) such as service providers that host or operate our Platforms, analyze data, process transactions and payments, fulfill orders or provide customer service; advertisers; sponsors or other third parties that participate in or administer our promotions, contests, sweepstakes, surveys or provide marketing or promotional assistance and "powered by" partners or partners in co-branded sites. Your Personal Information may also be used by us or shared with our subsidiaries, affiliates, sponsors, partners, advertisers or other third parties to provide you with product information and promotional and other offers.

Your Agreement To Have Your Personal Information Shared. While on our Platforms, you may have the opportunity to opt-in to receive information and/or marketing offers from someone else or to otherwise consent to the sharing of your information with a third party, including social networking sites such as Facebook or Twitter. If you agree to have your Personal Information shared, your Personal Information will be disclosed to the third party and the Personal Information you disclose will be subject to the privacy policy and business practices of that third party.

Business Transfers. We may share your Personal Information with other entities and our affiliates primarily for business and operational purposes. In the event that Clear Channel is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction.

Legal Disclosure. We may transfer and disclose your information to third parties to comply with a legal obligation; when we believe in good faith that the law or a governmental authority requires it; to verify or enforce our Terms of Use or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect our rights or property or security of third parties, visitors to our Platforms or the public.

4. INFORMATION WE RECEIVE FROM THIRD PARTIES

We may receive information about you from third parties. For example, if you are on another website and you opt-in to receive information from Clear Channel, that website will submit to us your email address and other information about you so that we may contact you as requested. You may also choose to participate in a third party application or feature (such as one of our Facebook or Twitter applications or a similar application or feature on a third party website) through which you allow us to collect (or the third party to share) information about you,

including Usage Information and Personal Information such as lists of your friends, "likes", comments you have shared, groups and location. Services like Facebook Connect give you the option to post information about your activities on our Platform to your profile page to share with others within your network. In addition, we may receive information about you if other users of a third party website give us access to their profiles and you are one of their "connections" or information about you is otherwise accessible through your "connections" web page, profile page, or similar page on a social networking or other third party website or interactive service. We may also receive information about you from third party data providers. We may supplement the information we collect about you through the Platforms with such information from third parties in order to enhance our ability to serve you, to tailor our content to you and/or to offer you opportunities to purchase products or services that we believe may be of interest to you.

5. YOUR PRIVACY RIGHTS, CHOICE AND ACCESS.

You may always direct us not to share your Personal Information with third parties (other than our service providers), not to use your Personal Information to provide you with information or offers, or not to send you newsletters, emails or other communications by: (i) modifying your registered user information on the Platforms; (ii) sending us an email at privacy@iheartradio.com; (iii) contacting us by mail at Clear Channel Digital Customer Service, 200 E. Basse Road, San Antonio, TX 78209; or (iv) following the removal instructions in the communication that you receive. Your opt-out request will be processed within 30 days of the date on which we receive it.

If you wish to modify, verify, correct, or delete any of your Personal Information collected through the Platforms, you may edit your registered user information or contact us at the above address or email. In accordance with our routine record keeping, we may delete certain records that contain Personal Information you have submitted through the Platforms. We are under no obligation to store such Personal Information indefinitely and disclaim any liability arising out of, or related to, the destruction of such Personal Information. It may not always be possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons. We will retain your information (including geo-location data) for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at privacy@iheartradio.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We do not control certain privacy settings and preferences maintained by our social media partners like Facebook and Twitter. If you wish to make changes to those settings and preferences, you may do so by visiting the settings page of the appropriate social media site.

6. ADVERTISING/BEHAVIORAL TARGETING; HOW TO OPT-OUT.

We may use third party ad network providers to help present ads on the Platforms, as well as other service providers to evaluate and provide us with information about the use of the Platforms and viewing of our content. We do not share Personal Information with these providers (unless, of course, you give us permission). Such providers may place and access cookies, pixel tags, or similar technologies on your Device to serve you ads or other content personalized to your interests which they infer from your browsing on the Platforms and other sites you have visited. In doing so, the provider collects or has access to non-Personal Information such as your Usage Information. The use of cookies, pixel tags, or similar technologies by these providers is subject to their own privacy policies, not ours.

If you do not want to receive the benefits of targeted advertising, you may opt out of some network advertising programs that use your information by visiting the NAI Opt-Out Page. Please note that even if you choose to remove your information (opt out), you will still see advertisements while you're browsing online. However the advertisements you see may be less relevant to you and your interests. Additionally, many network advertising programs allow you to view and manage the interest categories they have compiled from your online browsing activities. These interest categories help determine the types of targeted advertisements you may receive. The NAI Opt-Out Page provides a tool that identifies its member companies that have cookies on your browser and provides a mechanism to opt out of receiving cookies from those companies. Please note that if you opt-out of targeted advertising, we may still track your visits to the Platforms for our own analytics, operations and security purposes.

7. CHILDREN.

We do not knowingly collect, use or disclose personally identifiable information from anyone under 13 years of age. If we determine upon collection that a user is under this age, we will not use or maintain his/her Personal Information without the parent/guardian's consent. If we become aware that we have unknowingly collected personally identifiable information from a child under the age of 13, we will make reasonable efforts to delete such information from our records.

8. SECURITY OF YOUR INFORMATION.

We take information security seriously; however, no electronic data transmission or storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure or warrant the security of any information you transmit to us, and you use the Platforms and provide us with your information at your own risk.

9. OTHER SITES.

The Platforms may contain links to other sites that we do not own or operate. This includes links from advertisers, sponsors and/or partners that may use our logo(s) as part of a co-branding or co-marketing agreement. We do not

control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies or practices. These other sites may send their own cookies to your Device, they may independently collect data or solicit Personal Information and may or may not have their own published privacy policies. You should also independently assess the authenticity of any site which appears or claims that it is one of our Platforms (including those linked to through an email or social networking page).

The Platforms may make available chat rooms, forums, message boards, and news groups. Remember that any information that you disclose in these areas becomes public information and is not subject to the provisions of this Privacy Notice.

10. CONSENT TO PROCESSING AND TRANSFER OF INFORMATION.

The Platforms are governed by and operated in, and in accordance with the laws of, the United States, and are intended for the enjoyment of residents of the United States. Clear Channel makes no representation that the Platforms are governed by or operated in accordance with the laws of any other nation. Given that we are an international business, our use of your information necessarily involves the transmission of data on an international basis. If you are located in the European Union, Canada or elsewhere outside of the United States, please be aware that information we collect may be transferred to and processed in the United States. By using the Platforms, or providing us with any information, you (a) acknowledge that the Platforms are subject to the laws of the United States, (b) consent to the collection, processing, maintenance and transfer of such information in and to the United States and other applicable territories in which the privacy laws may not be as comprehensive as or equivalent to those in the country where you reside and/or are a citizen, and (c) waive any claims that may arise under those laws.

11. CHANGES.

We may update this Privacy Notice to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on our Platforms prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

12. CONTACT US.

If you have any questions or concerns about this Privacy Statement, the practices of the Platforms, or your experiences with the Platforms, please contact us at:

Attn: Privacy Questions
 Clear Channel Radio Digital
 200 E. Basse Road
 San Antonio, TX 78209
 Re: Clear Channel Privacy Statement
 E-Mail: privacy@iheartradio.com

RCS TERMS OF USE

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By using this RCS Site, you are representing and warranting that: (a) you are at or above the legal age of majority in your jurisdiction of residence; (b) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access this RCS Site (collectively, "Device"); and (c) you will access and use this RCS Site in accordance with this Agreement and any applicable Additional Terms.

Some parts of this RCS Site may contain adult content intended for people who are at or above the legal age of majority in their jurisdiction of residence. By viewing this adult content, you are representing that you are at or above such legal age of majority and that the content is acceptable to you. Filtering software is commercially available which can be used to exclude content that is not acceptable to you. This software may prevent the display of all or portions of the RCS Site content.

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If permitted or available through the applicable RCS Internet Service, to (a) upload content to this RCS Site via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse this RCS Site from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which RCS makes the RCS Internet Service available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the RCS Internet Service, including, but not limited to, if this RCS Site contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the RCS Internet Service and to use any part of that Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with RCS's or this RCS Site's operations or the RCS Internet Service. Any equipment or software causing interference will be immediately disconnected from the RCS Internet Service and RCS will have the right to immediately terminate this Agreement. If any upgrade in or to the RCS Internet Service requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current RCS Internet Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with any applicable laws in your use of the RCS Internet Service.

Changes to This Agreement

RCS reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. RCS will provide notice of such change on this RCS Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this RCS Site and/or RCS Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this RCS Site and/or the RCS Internet Service to which the changes may apply.

Privacy and Protection of Personal Information

RCS has developed a Privacy and Cookie Notice in order to inform you of its practices with respect to the collection,

use, disclosure and protection of personal information. You can find the Privacy and Cookie Notice, which is incorporated into this Agreement, by clicking here, and by using this RCS Site you agree to the terms of the Privacy and Cookie Notice.

Accounts, Subscription, Security, Passwords

If a particular RCS Site or RCS Internet Service requires you to open an account or agree to Additional Terms, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form and have provided any requested information, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password, account or subscription. Additionally, you are entirely responsible for any and all activities that occur under your account or subscription. You agree to notify RCS immediately of any unauthorized use of your account or subscription. RCS is not liable for any loss that you may incur as a result of someone else using your password, account or subscription, either with or without your knowledge. You may cancel your account or subscription by delivering notice in the manner provided in the Additional Terms governing the particular RCS Internet Service.

User Code of Conduct

In accessing and using this RCS Site and/or the RCS Internet Services, you agree that you will not:

Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests (unless it is on a page that explicitly states that such postings are allowed on that page), or solicit participation in any pyramid schemes.

Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this RCS Site, or any postings which advocate illegal activity.

Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.

Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.

Deliver, or provide links to, any postings containing defamatory, false or libelous material.

Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.

Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.

Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.

Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.

Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.

Use this RCS service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this RCS Site or other users' Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.

Attempt to gain unauthorized access to this RCS Site, any related website, other accounts, computer system, or networks connected to this RCS Site, through hacking, password mining, or any other means.

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RCS IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR RCS INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

Exceptions

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Indemnification

You agree to indemnify and hold harmless RCS, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this RCS Site and any related RCS Internet Service and/or software. You agree to cooperate fully with RCS in asserting any available defenses in connection with a claim subject to indemnification by you under this Agreement.

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This RCS Site may enable you to order and receive products, information and services from businesses that are not owned or operated by RCS. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. RCS does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. RCS will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the RCS Internet Service.

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Events

You may be invited or asked to attend RCS-sponsored events or events held by other members and users of this RCS Site which are not in any way associated with RCS at various locations throughout the United States (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold RCS, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events. You also agree that we may film and record any of the Events sponsored by RCS in which you or your minor children or wards participate and you hereby agree that such films and recordings shall be

owned by RCS and we may use your or your minor children or wards' name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world in perpetuity without notice, approval or compensation to you or any third party.

Interactive Services and User Materials

This RCS Site may offer certain RCS Internet Services having interactive components such as bulletin boards, chat rooms, blogs, community and forums (collectively, "RCS Interactive Services"). Additional Terms may cover RCS Internet Services, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available RCS Internet Services may change from time to time in RCS's sole discretion. You may participate in the RCS Interactive Service by completing the registration form where one is provided.

User Materials

RCS does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to a RCS Site by you or other users (collectively, "User Materials"). RCS is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, RCS reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User Materials, in whole or in part, with or without notice. RCS is not responsible or liable for damages of any kind arising from any User Materials even when RCS is advised of the possibility of such damages, or from RCS's alteration or deletion of any User Materials.

You are solely responsible and liable for all User Materials delivered to this RCS Site using your account. Any violation of these provisions can subject your RCS account to immediate termination and, possibly, further legal action. You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by RCS will not infringe or violate the rights of any third party in any manner.

By submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material in connection with this RCS Site and/or a RCS Interactive Service, whether solicited or unsolicited, you are granting RCS and its designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce, publish, transmit, perform, display, sublicense, create derivative works from and otherwise use such User Material for any purpose, including, without limitation, advertising and promotional purposes, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may submit. RCS also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials. Please note that any User Material you submit is and will be treated as non-confidential and non-proprietary as to you, unless specifically stated otherwise in our

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If you are aware of any User Material on this RCS Site which violates these Terms, please contact us at TOU@rcsworks.com. Please provide as much detail as possible, including a copy of the underlying material, the location where RCS may find it, and the reason such User Material should be removed. Please note that filing a complaint will not guarantee its removal, RCS will only remove User Materials if RCS believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow in the instructions set forth in the section entitled "Copyright Infringement."

Other than those we specifically request, we do not accept or consider unsolicited creative materials, ideas or suggestions either via this RCS Site, email or other means. This is to avoid any misunderstandings if your ideas are similar to those we have developed or obtained independently. However, if you do still transmit to us, via this RCS Site, email or otherwise, any unsolicited communication or material, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limitation thereof, you agree that RCS, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

Referral Programs and "Forward to a Friend" Opportunities

The RCS Site may offer referral programs that permit you to submit information about other persons (each, a "Referred Person"), including, without limitation, U.S.-based email addresses, mobile telephone numbers, names, street addresses and other contact information so they may receive information and/or promotional offers concerning the RCS Internet Service. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the RCS Internet Service, or otherwise use the RCS Internet Service. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the RCS Internet Service. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our "do not contact" or "do not e-mail" lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this RCS Site, any RCS Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the RCS Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the RCS Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the RCS Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the RCS Internet Service to communicate to a Referred Person (or any third party), you agree not to use such RCS Internet Service to harm the Referred Person or any other third party, and/or use such RCS Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

Voting/Rating Features

For any voting/rating features that are available on this RCS Site, you must follow instructions on this RCS Site to submit your votes/ratings, including any restrictions set forth with respect to limitations on voting/rating. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. RCS assumes no responsibility for incorrect/inaccurate voting/rating information or for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. We reserve the right, in our sole discretion, to disqualify any individual it finds to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to all aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be given the opportunity to participate in voting/rating features in a third party application or feature (such as one of our social media partners like Facebook or Twitter), in which case your participation in such features will be subject to the terms and conditions governing that third party application or feature.

Subscription Services

This RCS Site may offer certain RCS Subscription Services such as newsletters and Real Simple Syndication ("RSS") feeds (collectively "RCS Subscription Services"). By registering for a RCS Subscription Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

Premium Services

Some RCS Internet Services on this RCS Site, including certain RCS Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (each, a "RCS Premium Service"). By using the RCS Premium Service, you will be subject to any charges and rules set forth in the Additional Terms for that service, in addition to the general terms provided below. You may register for by completing the applicable registration form.

Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Charges for Premium Service

RCS will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

Cancellation

Subject to any applicable Additional Terms, you may cancel your membership in the premium service at any time by contacting us using the contact information provided in connection with the premium service. In the event that you have paid a fee to register on this RCS Site and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable RCS Site until the end of your membership period.

Subject to any applicable Additional Terms, we reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

Service Contact

You may email your requests for customer service through the contact information provided on the home page of the applicable premium service.

Contests/Sweepstakes

Any sweepstakes, contests, games and/or promotional offers accessible on this RCS Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this RCS Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this RCS Site (such as those of social media partners like Facebook and Twitter), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this RCS Site, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

General

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this RCS Site and/or the Privacy and Cookie Notice, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the courts of the State of New York for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible,

the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and RCS with respect to the use of this RCS Site and shall not be modified except in writing, signed by an authorized representative of RCS.

If you have any questions concerning this Agreement, you may send them by email to TOU@rcsworks.com. You must send any official correspondence via postal mail to:

Legal Department
ATTN: RCS Site Terms of Use
Clear Channel Communications, Inc.
200 E. Basse Road
San Antonio, Texas 78209
USA

Copyright & Trademark Notice

Use of Intellectual Property

The RCS Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, RCS logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by RCS or by other parties that have provided rights thereto to RCS.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this RCS Site, in whole or in part, without the express written permission of RCS or unless otherwise permitted through the functionality of this RCS Site.

Other trademarks, service marks, product names and company names or logos appearing on this RCS Site that are not owned by RCS may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this RCS Site, or frame this RCS Site, or any web page or material herein, nor may any entity include a link to any aspect of this RCS Site in an email for commercial purposes, without the express written permission of RCS. Further, unless otherwise expressly permitted, you agree not to link to RCS's Intellectual Property so as to cause you or anyone else to access RCS's Intellectual Property other than through this RCS Site.

You may inquire about obtaining permission by writing:

IP Permission
Legal Department
Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, TX 78209
USA

Facsimile: (210) 832-3149
E-mail: IPPermission@clearchannel.com

Copyright Infringement

RCS respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this RCS Site, you are granting permission to have this material posted on this RCS Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. RCS reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights RCS may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

Procedure for Making Claim of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

DMCA Designated Agent
c/o Legal Department

Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, TX 78209
USA

Facsimile: [\(210\) 832-3149](tel:(210)832-3149)
E-mail: dmca@clearchannel.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit MEDIA MONITORS to locate the material.

(iv) Information reasonably sufficient to permit MEDIA MONITORS to contact the complaining party, such as an address, telephone number, and, if available, an email address.

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement was last modified on July 13, 2012.

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